# IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:

Chapter 11

ALAMO DRAFTHOUSE CINEMAS HOLDINGS, LLC, et al.,

Case No. 21-10474 (MFW)

Debtors.<sup>1</sup>

(Jointly Administered)

## GLOBAL NOTES AND STATEMENT OF LIMITATIONS, METHODOLOGY, AND DISCLAIMER REGARDING THE DEBTORS' SCHEDULES OF ASSETS AND LIABILITIES AND STATEMENTS OF FINANCIAL AFFAIRS

Alamo Drafthouse Cinemas Holdings, LLC and its affiliated debtors and debtors in possession (each, a "<u>Debtor</u>," and collectively, the "<u>Debtors</u>") are filing their respective Schedules of Assets and Liabilities (collectively, the "<u>Schedules</u>") and Statements of Financial Affairs (collectively, the "<u>Statements</u>" and, together with the Schedules, the "<u>Schedules and Statements</u>") in the United States Bankruptcy Court for the District of Delaware (the "<u>Court</u>"). The Debtors, with the assistance of their professional advisors, prepared the Schedules and Statements in accordance with section 521 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "<u>Bankruptcy Code</u>"), and Rule 1007 of the Federal Rules of Bankruptcy Procedure (the "<u>Bankruptcy Rules</u>").

These Global Notes and Statement of Limitations, Methodology, and Disclaimer Regarding the Debtors' Schedules of Assets and Liabilities and Statements of Financial Affairs (collectively, the "Global Notes") pertain to, are incorporated by reference in, and comprise an

The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Alamo Drafthouse Cinemas Holdings, LLC (2205); Alamo Drafthouse Cinemas, LLC (5717); Alamo Vineland, LLC (1626); Alamo League Investments GP, LLC (1811); Alamo League Investments, Ltd. (7227); Alamo South Lamar GP, LLC (3632); Alamo South Lamar, LP (4563); Alamo Drafthouse Raleigh, LLC (5979); Alamo DH Anderson Lane, LLC (3642); Alamo Yonkers, LLC (4971); Alamo Mission, LLC (2284); Alamo Ritz, LLC (9465); Alamo Mueller, LLC (1221); Mondo Tees, LLC (6900); Alamo City Foundry, LLC (6092); Alamo Mainstreet, LLC (2052); Alamo City Point, LLC (3691); Alamo Liberty, LLC (5755); Alamo Satown, LLC (6197); Alamo Marketplace, LLC (7041); Alamo Stone Oak, LLC (8398); Alamo Westlakes, LLC (4931); Alamo Park North, LLC (1252); Alamo North SA, LLC (6623); Alamo Avenue B, LLC (8950); Alamo Slaughter Lane GP, LLC (6968); Alamo Slaughter Lane, Ltd. (5341); Alamo Cinema Group I GP, LLC (9537); Alamo Cinema Group I, LP (9656); Alamo Westminster, LLC (8906); Alamo Staten Island, LLC (7781); Alamo Aspen Grove, LLC (7786); Alamo Lakeline, LLC (5294); Alamo Sloans, LLC (9343). The location of the Debtors' service address is: 3908 Avenue B, Austin, Texas 78751.

integral part of, the Schedules and Statements. These Global Notes should be referred to, and reviewed in connection with, any review of the Schedules and Statements.<sup>2</sup>

The Schedules and Statements have been prepared based on information provided by the Debtors' management and are unaudited and subject to potential adjustment. In preparing the Schedules and Statements, the Debtors relied on financial data derived from their books and records that was available at the time of preparation. The Debtors have used commercially reasonable efforts to ensure the accuracy and completeness of such financial information; however, subsequent information or discovery may result in material changes to the Schedules and/or the Statements, and inadvertent errors, omissions or inaccuracies may exist. The Debtors and their estates reserve all rights to amend or supplement the Schedules and Statements.

Reservation of Rights. Nothing contained in the Schedules and Statements, or these Global Notes, shall constitute a waiver of any of the Debtors' rights or an admission with respect to their chapter 11 cases, including, but not limited to, any issues involving objections to claims, setoff or recoupment, equitable subordination, defenses, characterization or re-characterization of contracts, leases and claims, assumption or rejection of contracts and leases and/or causes of action arising under the Bankruptcy Code or any other applicable laws to recover assets or avoid transfers.

<u>Description of the Case and "as of" Information Date</u>. On March 3, 2021 (the "<u>Petition Date</u>"), the Debtors each filed a voluntary petition for relief with the Court under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Unless otherwise indicated herein or in the Schedules and Statements, all financial information of the Debtors in the Schedules and Statements and these Global Notes is provided as of March 4, 2021, which is the closest final month-end date to the Petition Date. Debtor Mondo Tees, LLC most recently reported its royalty payments as of December 31, 2020.

<u>Basis of Presentation</u>. The Schedules and Statements do not purport to represent financial statements prepared in accordance with Generally Accepted Accounting Principles ("<u>GAAP</u>"), nor are they intended to fully reconcile to any financial statements prepared by the Debtors.

<u>Recharacterization</u>. Notwithstanding the Debtors' reasonable efforts to properly characterize, classify, categorize, or designate certain claims, assets, executory contracts, unexpired leases, and other items reported in the Schedules and Statements, the Debtors may nevertheless seek to recharacterize, reclassify, recategorize, redesignate, add, or delete items included in or excluded from the Schedules and Statements, and the Debtors and their estates reserve all rights in this regard.

<u>Insiders</u>. Prior to the Petition Date, the Debtors appointed Michael Foreman as the Debtors' independent director. As such, Mr. Foreman has been included on Statement 4.

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These Global Notes are in addition to any specific notes that may be contained in the Schedules and Statements. The fact that the Debtors have prepared a general note herein with respect to any of the Schedules and Statements, and not to others, should not be interpreted as a decision by the Debtors to exclude the applicability of such general note to any of the other Schedules or Statements, as appropriate.

<u>Summary of Significant Reporting Policies</u>. The following is a summary of certain significant reporting policies:

- a. <u>Current Market Value—Net Book Value</u>. In many instances, current market valuations are neither maintained by, nor readily available to, the Debtors. It would be prohibitively expensive and unduly burdensome to obtain current market valuations of the Debtors' property interests that are not maintained or readily available. Accordingly, unless otherwise indicated herein or in the Schedules and Statements, the Schedules and Statements reflect the net book values, rather than current market values, of the Debtors' assets as of the Petition Date (unless another date is indicated herein or in the Schedules and Statements) and may not reflect the net realizable value.
- b. <u>First Day Orders</u>. Pursuant to various "first day" orders and any supplements or amendments to such orders entered by the Court (each, a "<u>First Day Order</u>," and collectively, the "<u>First Day Orders</u>"), the Debtors and their estates are authorized to pay certain pre-petition claims, including, without limitation, certain claims related to employee wages, benefits, and reimbursements, claims for taxes and fees, and claims related to their insurance program and customer programs. Except to the extent that these parties have claims in excess of the authority granted to the Debtors under the First Day Orders, in certain instances, the Debtors may have not included certain claims of this nature in the Schedules and Statements.
- c. <u>Setoffs</u>. To the extent the Debtors have incurred or effectuated any ordinary course setoffs with third parties (including, without limitation, customers and vendors) prior to the Petition Date, or are subject to the occurrence of, or maintain the right to effectuate, ordinary course setoffs on account of activities occurring prior to the Petition Date, such setoffs are excluded from the Schedules and Statements. The Debtors and their estates reserve all of their rights with respect to any such setoffs.
- d. <u>Credits and Adjustments</u>. Claims of creditors are listed in the amounts entered on the Debtors' books and records and may not reflect credits, allowances or other adjustments due from such creditors to the Debtors. The Debtors and their estates reserve all of their rights with regard to such credits, allowances and other adjustments, including, without limitation, the right to assert claims objections, setoffs, and recoupments with respect to the same.
- e. <u>Accounts Receivable</u>. The accounts receivable information listed on Schedule A/B includes both billed and unbilled receivables, and is net of allowance for doubtful accounts, which is minimal.
- f. <u>Leases</u>. In the ordinary course of business, the Debtors may lease certain real property, fixtures and equipment from certain third-party lessors for use in the operation of their business. Nothing in the Schedules and Statements is, or shall be construed as, an admission as to the determination of the legal status of any lease (including, without limitation, whether any lease is a true lease or a financing

arrangement, and whether such lease is unexpired), and the Debtors and their estates reserve all rights with respect to such issues.

g. <u>Executory Contracts and Unexpired Leases</u>. The Debtors have not set forth executory contracts and unexpired leases as assets in the Schedules and Statements, even though these contracts and leases may have some value to the Debtors' estate. Rather, the Debtors' executory contracts and unexpired leases have been set forth solely on Schedule G. The Debtors' rejection of executory contracts and unexpired leases may result in the assertion of rejection damages claims; however, the Schedules and Statements do not reflect any claims for rejection damages. The Debtors and their estates reserve any and all rights with respect to the assertion of any such claims.

<u>Unknown or Undetermined Amounts</u>. Where a description of an amount is left blank or listed as "unknown" or "undetermined," such response is not intended to reflect upon the materiality of such amount.

<u>Liabilities</u>. At the time of the filing of the Schedules and Statements, the Debtors are continuing to reconcile certain accounts payable liabilities. The Debtors have sought to allocate liabilities between the prepetition and post-petition periods based on the information available at the time of the filing of the Schedules and Statements. As additional information becomes available and further research is conducted, the allocation of liabilities between the prepetition and post-petition periods may change. Accordingly, the Debtors and their estates reserve all rights to amend, supplement, or otherwise modify the Schedules and Statements as necessary or appropriate.

The liabilities listed on the Schedules do not reflect any analysis of any claims under section 503(b)(9) of the Bankruptcy Code. Accordingly, the Debtors and their estates reserve all rights to dispute or challenge the validity of any claims asserted under section 503(b)(9) of the Bankruptcy Code, or the characterization of the structure of any transaction, document or instrument related to any such claim.

**Estimates**. To timely close their books and records, the Debtors were required to make certain estimates and assumptions that affect the reported amounts of assets and liabilities and reported revenue and expenses. The Debtors and their estates reserve all rights to amend the reported amounts of assets, liabilities, revenue and expenses to reflect changes in those estimates and assumptions.

<u>Classifications</u>. Listing a claim (a) on Schedule D as "secured," (b) on Schedule E as "unsecured priority," or (c) on Schedule F as "unsecured non-priority," or listing a contract or lease on Schedule G as "executory" or "unexpired," does not constitute an admission by the Debtors or their estates of the legal rights of any claimant, or a waiver of the rights of the Debtors or their estates to recharacterize or reclassify any claim or contract.

<u>Claims Description</u>. Any failure to designate a claim on the Schedules as "disputed," "contingent," or "unliquidated" does not constitute an admission by the Debtors and their estates that such amount is not "disputed," "contingent" or "unliquidated." The Debtors and their estates reserve all rights to dispute, or to assert any offsets or defenses to, any claim reflected on the

Schedules on any grounds, including, without limitation, amount, liability, validity, priority or classification, or to otherwise subsequently designate any claim as "disputed," "contingent" or "unliquidated." Listing a claim on the Schedules does not constitute an admission of liability by the Debtors and their estates, and the Debtors and their estates reserve all rights to amend the Schedules.

<u>Guaranties and Other Secondary Liability Claims</u>. Guaranties and other secondary liability claims (collectively, the "<u>Guaranties</u>") with respect to the Debtors' contracts and leases may not be included on Schedule H; however, certain Guaranties embedded in the Debtors' executory contracts, unexpired leases, secured financings, debt instruments and similar agreements may exist. Therefore, the Debtors and their estates reserve all rights to amend the Schedules to the extent additional Guaranties are identified.

## **NOTES FOR SCHEDULES**

Schedule A/B— Assets – Real and Personal Property. Despite their commercially reasonable efforts to identify all known assets, the Debtors may not have listed all of their respective causes of action or potential causes of action against third parties as assets in the Schedules and Statements, including, but not limited to, causes of action arising under the Bankruptcy Code or any other applicable laws to recover assets or avoid transfers. The Debtors and their estates reserve all rights with respect to any claims and causes of action that they may have, and neither these Global Notes nor the Schedules and Statements shall be deemed a waiver of any such claims and causes of action, or in any way prejudice, impair or otherwise affect the assertion of such claims and causes of action.

As applicable, ownership interests in businesses, partnerships, and joint ventures (including any subsidiaries) have been listed in Schedule A/B, Part 4, at net book value. The fair market value of such ownership is dependent on numerous variables and factors and may differ significantly from the listed net book value.

Any leasehold improvements and equipment identified on Schedule A/B, Part 8 are listed net of any depreciation. In addition, for purposes of Schedule A/B, Questions 47 and 50, where a value is stated for equipment, such value is the gross book value set forth on the Debtors' fixed asset ledger.

Patents, trademarks, and other intellectual property is listed on Schedule A/B, Part 10 as an unknown or undetermined amount on account of the fact that the fair market value of such ownership is dependent on numerous variables and factors and may differ significantly from the net book value.

Certain of the Debtors' assets listed in response to Schedule A/B, Question 75 may also be captured in response to Schedule A/B, Part 3.

<u>Schedule D—Creditors Holding Secured Claims</u>. Except as otherwise agreed pursuant to a stipulation, agreed order, or general order entered by the Court that is or becomes final, the Debtors and their estates reserve all rights to dispute or challenge the validity, perfection or immunity from avoidance of any lien purported to be granted or perfected in any specific asset to a creditor listed

on Schedule D. Moreover, although the Debtors may have scheduled claims of creditors as secured claims for informational purposes, no current valuation of the Debtors' assets in which such creditors may have a lien has been undertaken. Except as otherwise agreed pursuant to a stipulation, agreed order, or general order entered by the Court that is or becomes final, the Debtors and their estates reserve all rights to dispute or challenge the secured nature of any such claim or the characterization of the structure of any transaction, document or instrument related to any such claim. The descriptions provided in Schedule D are intended only to be a summary.

The Debtors have not included on Schedule D all parties that may believe their claims are secured through setoff rights, deposits posted by, or on behalf of, the Debtors, inchoate statutory lien rights, or real property lessors, utility companies and other parties that may hold security deposits.

By listing a party on Schedule D based on a UCC-1 filing, the Debtors and their estates are not conceding that such party actually holds a perfected, unavoidable security interest in the asset that is the subject of such filing, and reserve all rights as set forth in these Global Notes.

Certain of the amounts listed for parties on Schedule D may not be reflective of any accrued and unpaid interest, prepayment premiums, and other similar fees or expenses to which such parties may be entitled.

Schedule E—Creditors Holding Unsecured Priority Claims. The Debtors have not listed on Schedule E certain tax and priority employee wage and benefit claims for which the Debtors have been granted authority (but not direction) to pay pursuant to a First Day Order. The Debtors believe that such claims have been, or will be, satisfied in the ordinary course of business during the chapter 11 case pursuant to the authority granted in the relevant First Day Orders. The Debtors and their estates reserve all rights to dispute or challenge whether creditors listed on Schedule E are entitled to priority claims.

Schedule F—Creditors Holding Unsecured Non-Priority Claims. Certain creditors listed on Schedule F may owe amounts to the Debtors; as such, the Debtors and their estates may have valid setoff and recoupment rights with respect to such amounts, which rights are not reflected on Schedule F. Also, the amounts listed on Schedule F reflect known prepetition claims as of Petition Date. Such amounts do not reflect any rights of setoff or recoupment that may be asserted by any creditors listed on Schedule F, and the Debtors and their estates reserve all rights to challenge any setoff and recoupment rights that may be asserted against them. The Debtors and their estates reserve all rights to dispute or challenge the validity, perfection or immunity from avoidance of any lien purported to be perfected by a creditor listed on Schedule F.

As noted above, certain claims listed on Schedule F may be entitled to priority under section 503(b)(9) of the Bankruptcy Code, and the Debtors and their estates reserve all rights with respect to any such claims.

The Debtors have used commercially reasonable efforts to include all creditors on Schedule F; however, the Debtors believe that there are instances in which vendors have yet to provide proper invoices for prepetition goods or services. While the Debtors maintain general accruals to account for these liabilities in accordance with GAAP, these amounts are estimates and not tracked on a vendor by vendor basis, and as such may not have been included on Schedule F.

The Debtors may have listed on Schedule F certain (but not all) unsecured non-priority employee wage or benefit claims for which the Debtors have been granted authority (but not direction) to pay pursuant to a First Day Order. The Debtors believe that such claims have been, or will be, satisfied in the ordinary course of business during the chapter 11 case pursuant to the authority granted in the relevant First Day Orders. The Debtors and their estates reserve their rights to dispute or challenge whether creditors listed on Schedule F are entitled to priority claims.

Schedule G—Executory Contracts and Unexpired Leases. Although commercially reasonable efforts have been made to ensure the accuracy of Schedule G regarding executory contracts and unexpired leases, inadvertent errors, omissions or over-inclusion may have occurred in preparing Schedule G. In the ordinary course of business, the Debtors enters into various agreements with their customers and vendors. The Debtors may have entered into various other types of agreements in the ordinary course of their business, such as indemnity agreements, supplemental agreements, letter agreements, and confidentiality agreements that may not be set forth in Schedule G. Omission of a contract, lease or other agreement from Schedule G does not constitute an admission that such omitted contract, lease or agreement is not an executory contract or unexpired lease. Schedule G may be amended at any time to add any omitted executory contracts, unexpired leases and other agreements to which the Debtors are a party, including, without limitation, to add any executory contracts, unexpired leases and other agreements that the Debtors, due to the voluminous number of such contracts, leases and agreements, was unable to list on Schedule G at this time. Likewise, the listing of an agreement on Schedule G does not constitute an admission that such agreement is an executory contract or unexpired lease, or that such agreement was in effect or unexpired on the Petition Date, or is valid or enforceable. The agreements listed on Schedule G may have expired or may have been modified, amended, or supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letters and other documents, instruments and agreements that may not be listed on Schedule G.

Any and all rights, claims and causes of action of the Debtors and their estates with respect to the agreements listed on Schedule G are hereby reserved and preserved. The Debtors and their estates hereby reserve all of their rights to: (a) dispute the validity, status, or enforceability of any agreements set forth on Schedule G; (b) dispute or challenge the characterization of the structure of any transaction, document or instrument related to a creditor's claim, including, but not limited to, the agreements listed on Schedule G; and (c) amend or supplement Schedule G, as necessary, including, without limitation, to modify which Debtor entities are a counterparty to the agreements.

## **NOTES FOR STATEMENTS**

<u>Statement 3</u>. Statement 3 includes any disbursement or other transfer made by the Debtors, except for those made to insiders, employees, and bankruptcy professionals. The amounts listed in Statement 3 reflect that Debtors' disbursements netted against any check level detail; thus, to the extent a disbursement was made to pay for multiple invoices, only one entry has been listed on Statement 3.

<u>Statement 7</u>. The Debtors and their estates reserve all rights, claims and defenses with respect to any and all listed lawsuits and administrative proceedings (or potential lawsuits and administrative proceedings). The listing of any such suits and proceedings shall not constitute an admission by

the Debtors and their estates of any liabilities or that the actions or proceedings were correctly filed against the Debtors. The Debtors and their estates reserve all rights to assert that the Debtors are not an appropriate party to such actions or proceedings. The Debtors may not have included on Statement 7 certain parties that may have asserted informal workers' compensation claims or similar claims that were resolved or otherwise addressed without formal litigation or an administrative hearing or similar proceeding having been commenced.

**Statement 16**. From time to time, the Company collects personally identifiable information ("<u>PII</u>") in the nature of customer names, addresses, email addresses, birth dates, or phone numbers, but such PII may not be stored on the Debtors' servers.

<u>Statement 25</u>. As described more fully in the *Declaration of Matthew Vonderahe in Support of Chapter 11 Petitions and First Day Motions* [Docket No. 11], on June 13, 2018, the members of Debtor Alamo Drafthouse Cinemas, LLC, along with members and partners of certain entities under common control consummated a recapitalization of ADC and its affiliates (the "<u>Recapitalization</u>"). Pursuant to the Recapitalization, certain entities included on Statement 25 were transferred to the Debtors' non-debtor affiliates.

<u>Statement 26(d)</u>. From time to time, the Debtors provided financial statements in the ordinary course of business to certain parties for business, statutory, credit, financing and other reasons. Recipients have included regulatory agencies, financial institutions, investment banks, vendors, landlords, debtholders and their legal and financial advisors. Due to the confidentiality requirements of related non-disclosure agreements, and the number of parties that have received such statements, such parties may not be listed in response to this question.

<u>Statement 27</u>. Any inventories included on Statement 27 that are dated as of March 5, 2021 reflect the month-end inventories conducted at the applicable Debtor's theater venue(s).

Fill in this information to identify the case:	6 MEW Dog 4 1	Filed 04/01/21	Page 9 of 21	
Debtor Alamo Mueller, LLC				
Inited States Bankruptcy Court for the: District of Delaw	vare	_		
case number 21-10486	raie	_		
if known)				☐ Check if this is a amended filing
Official Forms 207				amended ming
Official Form 207				
Statement of Financial Affa	airs for Non-In	dividuals Filing	g for Bankru	ıptcy 04/19
The debtor must answer every question. If moverite the debtor's name and case number (if kinds and case number the compact of		in a separate sheet to this	or the top or	any additional pages,
1. Gross revenue from business  □ None	f sh	ish Course of success		
Identify the beginning and ending dates of may be a calendar year	r the debtor's fiscal year, wh	ich Sources of revenue Check all that apply	(I	Gross revenue pefore deductions and xclusions)
FOR PRIOR YEAR: From 1/1/2	2021 To 3/4/2021	<ul><li>☑ Operating a bus</li><li>☐ Other</li></ul>		\$0.00
FOR PRIOR YEAR: From 1/1/2	2020 To 12/31/2020	☑ Operating a bus □ Other	☑ Operating a business \$1,9	
FOR THE YEAR BEFORE From 1/1/2 THAT:	2019 To 12/31/2019	<ul><li>☑ Operating a bus</li><li>□ Other</li></ul>	siness	\$11,018,633.54
<ol> <li>Non-business revenue         Include revenue regardless of whether that refrom lawsuits, and royalties. List each source         ☑ None     </li> </ol>				
art 2: List Certain Transfers Made Before	Filing for Bankruptcy			
3. Certain payments or transfers to creditors List payments or transfers—including expens before filing this case unless the aggregate v on 4/1/22 and every 3 years after that with re ☐ None	se reimbursements—to any value of all property transfe	y creditor, other than regular rred to that creditor is less t	han \$6,825. (This am	
Creditor's name and address	Dates	Total amount or value	Reasons for payment Check all that apply	or transfer
MUELLER ALDRICH STREET, LLC C/O MUELLER CENTRAL ATTN: REILY GREGSON 4550 MUELLER BLVD AUSTIN, TX 78723	12/30/2020	\$62,349.38	BUSINESS OPERA	TIONS
MUELLER ALDRICH STREET, LLC C/O MUELLER CENTRAL ATTN: REILY GREGSON 4550 MUELLER BLVD AUSTIN, TX 78723	2/8/2021	\$56,395.03	BUSINESS OPERA	TIONS
TRAVIS COUNTY TAX OFFICE PO BOX 149328 AUSTIN, TX 78714-9328	1/25/2021	\$44,396.62	REGULATORY & TA	AXES

Payments or other transfers of property made within 1 year before filling this case that benefited any insider List payments or transfers, including expense reimbursements, made within 1 year before filling this case on debts owed to an insider or guaranted or osigned by an insider unless the aggregate value of all property transfers to risk the benefit of the insider is less than \$5.825. (This amount may be adjusted on 41/122 and every 3 years after that with respect to cases filled on or after the date of adjustment.)  Do not include any payments listed in line 3. <i>Insiders</i> include officers, directors, and appoint in control for a couproise febtion and their \$5.825. (This amount may be adjusted on 41/122 and every 3 years after that with respect to cases filled on or after the date of adjustment, or \$5.825. (This amount may be adjusted on 41/122 and every 3 years after that with respect to cases filled on or after the date of adjustment, or \$5.825. (This amount may be adjusted on 41/122 and every 3 years after that with respect to cases filled on or after the date of adjustment, and their relatives, affiliates of the debtor and insiders of such affiliates, and any managing agent of the debtor. \$1.00.  Repossessions, foreclosures, and returns List all property of the debtor that was obtained by a creditor within 1 year before filing this case, including property repossessed by a creditor, sold at a foreclosure sale, transferred by a deed in lieu of foreclosure, or returned to the seller. Do not include property repossessed by a creditor, sold at a foreclosure sale, transferred by a deed in lieu of foreclosure, or returned to the seller. Do not include property repossessed by a creditor within 1 year before filing this case extended to the debtor without permission or refused to make a payment at the debtor of or otherwise took anything from an account of the debtor without permission or refused to make a payment at the debtor of or otherwise to a debt.  Legal Actions or Assignments  Legal Actions, administrat	Payments or other transfers of property made within 1 year before filling this case that benefited any insider List payments or transfers; including expense reimbursements, made within 1 year before filling this case on debts owed to an insider or guaranteed or ceigned by an insider ruless the aggregate value of all property transferred to or for the benefit of the insider is less than \$8,25. (This amount may be adjusted on 4/1/22 and every 3 years after that with respect to cases filled on or after the date of adjustment.) On thi include any payments listed in line 3. insiders include officers, carefully included in their or payments and insiders of such affiliates, and any managing agent of the debtor. 11 U.S.C. § 101(31).  ② None  Repossessions, foreclosures, and returns List all property for the debtor that was obtained by a creditor within 1 year before filing this case, including property repossessed by a creditor, sold at a foreclosure sale, transferred by a deed in lieu of foreclosure, or returned to the seller. Do not include property listed in line 6.  ② None  Stotifs  List any creditor, including a bank or financial institution, that within 90 days before filing this case set off or otherwise took anything from an account of the debtor without permission or refused to make a payment at the debtor's direction from an account of the debtor without permission or refused to make a payment at the debtor's direction from an account of the debtor without permission or refused to make a payment at the debtor's direction from an account of the debtor without permission or refused to make a payment at the debtor's direction from an account of the debtor without permission or refused to make a payment at the debtor's direction from an account of the debtor was a debt.  ② None  Stotifs  Legal Actions or Assignments  Again Again and Aga	btor	Alamo Mueller, LLC Case 21-10486	6-MFW Doc 4-1	File	d 04/01/21	page 10 of 2	21	
relatives; general partiners of a partnership debtor and their relatives; affiliates of the debtor and insiders of such affiliates; and any managing agent of the debtor. 11 U.S.C. § 101(31).  None  Repossessions, foreclosures, and returns List all property of the debtor that was obtained by a creditor within 1 year before filing this case, including property repossessed by a creditor, sold at a foreclosure sale, transferred by a deed in lieu of foreclosure, or returned to the seller. Do not include property listed in line 6.  None  Setoffs List any creditor, including a bank or financial institution, that within 90 days before filing this case set off or otherwise took anything from an account of the debtor without permission or refused to make a payment at the debtor's direction from an account of the debtor because the debtor were a data.  None  Legal actions or Assignments  Liet all pal actions, administrative proceedings, court actions, executions, attachments, or governmental audits Liet the legal actions, proceedings, investigations, arbitrations, mediations, and audits by federal or state agencies in which the debtor was involved in any capacity-within 1 year before filing this case.  None  Reception of the debtor without permission or refused to make a payment at the debtor's direction from an account of the debtor because the debtor within 1 year before filing this case and address involved in any capacity-within 1 year before filing this case.  Reception of the debtor within 1 year before filing this case and any property in the hands of a receiver. Legal case and a payment at the debtor and audits by federal or state agencies in which the debtor was involved in any capacity-within 1 year before filing this case.  Reception of the debtor of the debtor and address and address are all address and any property in the hands of a receiver, custodian, or other court-appointed officer within 1 year before filing this case unless the aggregate value of the gifts or charitable contributions the debtor gave to	relatives; general partiners of a partnership debtor and their relatives; affiliates of the debtor and insiders of such affiliates; and any managing agent of the debtor. 11 U.S.C. § 101(31).  None  Repossessions, foreclosures, and returns List all property of the debtor that was obtained by a creditor within 1 year before filing this case, including property repossessed by a creditor, sold at a foreclosure sale, transferred by a deed in lieu of foreclosure, or returned to the seller. Do not include property listed in line 6.  None  Setoffs List any creditor, including a bank or financial institution, that within 90 days before filing this case set off or otherwise took anything from an account of the debtor without permission or refused to make a payment at the debtor's direction from an account of the debtor because the debtor without permission or refused to make a payment at the debtor's direction from an account of the debtor because the debtor without permission or refused to make a payment at the debtor's direction from an account of the debtor because the debtor without permission or refused to make a payment at the debtor's direction from an account of the debtor because the debtor without permission or refused to make a payment at the debtor's direction from an account of the debtor because the debtor without permission or refused to make a payment at the debtor's direction from an account of the debtor because the debtor without permission or refused to make a payment at the debtor's direction from an account of the debtor because the debtor without permission or refused to make a payment at the debtor's direction from an account of the debtor because the debtor within 1 year before filing this case set off or otherwise took anything from an account of the debtor was in the debtor was undertaking the debtor and account of the debtor was undertaking the debtor sale agencies in which the debtor was undertaking the debtor gave to a recipient within 1 year before filing this case and any property in the h	Lis gu \$6	at payments or transfers, including expense aranteed or cosigned by an insider unless ,825. (This amount may be adjusted on 4/	e reimbursements, made wit the aggregate value of all p 1/22 and every 3 years after	thin 1 ye roperty that wi	ear before filing th transferred to or f th respect to case	is case on debts owe for the benefit of the es filed on or after the	insider is les e date of adj	ss than justment.)
List all property of the debtor that was obtained by a creditor within 1 year before filing this case, including property repossessed by a creditor, sold at a foreclosure sale, transferred by a deed in lieu of foreclosure, or returned to the seller. Do not include property listed in line 6.   None  Setoffs  List any creditor, including a bank or financial institution, that within 90 days before filing this case set off or otherwise took anything from an account of the debtor without permission or refused to make a payment at the debtor's direction from an account of the debtor because the debtor owed a debt.  None  Legal actions, administrative proceedings, court actions, executions, attachments, or governmental audits  List the legal actions, proceedings, investigations, arbitrations, mediations, and audits by federal or state agencies in which the debtor was involved in any capacity-within 1 year before filing this case.  None  None  Nature of case  MUELLER ALDRICH STREET, LLC VS. ALAMO MUELLER, LLC, TIMOTHY A. LEAGUE AND KARRIE V. LEAGUE Case number CAUSE NO. D-1-GN-20-005177  Assignments and receivership List any property in the hands of an assignee for the benefit of creditors during the 120 days before filing this case and any property in the hands of a receiver, custodian, or other court-appointed officer within 1 year before filing this case unless the aggregate value of the gifts or charitable contributions  List all gifts or charitable contributions the debtor gave to a recipient within 2 years before filling this case unless the aggregate value of the gifts to that recipient is less than \$1,000  None  Recipient's name and address Description of the gifts or contributions  Dates given Value Austrin, Tx. 78702  Recipient's relationship to debtor NONE  Recipient's relationship to debtor	List all property of the debtor that was obtained by a creditor within 1 year before filling this case, including property repossessed by a creditor, sool at a foreclosure sale, transferred by a deed in lieu of foreclosure, or returned to the seller. Do not include property listed in line 6.   None  Setoffs  List any creditor, including a bank or financial institution, that within 90 days before filling this case set off or otherwise took anything from an account of the debtor within 1 year before filling this case.  None  Logal actions or Assignments  Logal actions, administrative proceedings, court actions, executions, attachments, or governmental audits  List the legial actions, proceedings, investigations, arbitrations, mediations, and audits by federal or state agencies in which the debtor was involved in any capacity-within 1 year before filling this case.  None  None  None  None  None  Nature of case  Court or agency's name and address  Status of case  MUELLER ALDRICH STREET, LLC VS. ALAMO MUELLER, LLC, TIMOTHY A. LEAGUE AND KARRIE ALAMO MUELLER LEASE AGREEMENT  Assignments and receivership  List any property in the hands of an assignee for the benefit of creditors during the 120 days before filling this case and any property in the hands of a receiver, custodian, or other court-appointed officer within 1 year before filling this case unless the aggregate value of the gifts or charitable contributions  None  Recipient's name and address  Description of the gifts or contributions  Dates given  Value  None  None  None  None  None  None  None  Screening filling this case unless the aggregate value of the gifts to that recipient is less than \$1,000  None  Recipient's name and address  Description of the gifts or contributions  Dates given  Value  None  N	rel ag	atives; general partners of a partnership d ent of the debtor. 11 U.S.C. § 101(31).						
Setoffs  List any creditor, including a bank or financial institution, that within 90 days before filing this case set off or otherwise took anything from an account of the debtor without permission or refused to make a payment at the debtor's direction from an account of the debtor because the debtor ode a debt.  None    None	Setoffs  List any creditor, including a bank or financial institution, that within 90 days before filing this case set off or otherwise took anything from an account of the debtor without permission or refused to make a payment at the debtor's direction from an account of the debtor because the debtor owed a debt.  None    None	Lis so	it all property of the debtor that was obtain Id at a foreclosure sale, transferred by a d	ed by a creditor within 1 yea					
List any creditor, including a bank or financial institution, that within 90 days before filing this case set off or otherwise took anything from an account of the debtor without permission or refused to make a payment at the debtor's direction from an account of the debtor because the debtor owed a debt.  ☑ None  **R33** Legal Actions or Assignments**  Legal actions, administrative proceedings, court actions, executions, attachments, or governmental audits List the legal actions, proceedings, investigations, arbitrations, mediations, and audits by federal or state agencies in which the debtor was involved in any capacity-within 1 year before filing this case.  None    None   Case title	List any creditor, including a bank or financial institution, that within 90 days before filing this case set off or otherwise took anything from an account of the debtor without permission or refused to make a payment at the debtor's direction from an account of the debtor because the debtor owed a debt.  ☑ None  It 3: Legal actions or Assignments  Legal actions, administrative proceedings, court actions, executions, attachments, or governmental audits  List the legal actions, proceedings, investigations, arbitrations, mediations, and audits by federal or state agencies in which the debtor was involved in any capacity-within 1 year before filing this case.  None  Case title  Muture of case  MUELLER ALDRICH STREET, LLC, TIMOTHY A. LEAGUE AND KARRIE W. LEAGUE  Case number  CAUSE NO. D-1-GN-20-005177  Assignments and receivership  List any property in the hands of an assignee for the benefit of creditors during the 120 days before filing this case and any property in the hands of a receiver, custodian, or other court-appointed officer within 1 year before filing this case unless the aggregate value of the gifts or charitable Contributions  List all gifts or charitable contributions the debtor gave to a recipient within 2 years before filing this case unless the aggregate value of the gifts to that recipient is less than \$1,000  None  Recipient's name and address  AUSTIN BOOK ARTS CENTER 2832 E MARTIN LUTHER KING JR BLVD  NONE  NONE  DONATION - PROCEEDS FROM  1/17/2019  \$1,330.00		None						
Legal Actions or Assignments  Legal actions, administrative proceedings, court actions, executions, attachments, or governmental audits List the legal actions, proceedings, investigations, arbitrations, mediations, and audits by federal or state agencies in which the debtor was involved in any capacity-within 1 year before filling this case.  None    None   Nature of case   Court or agency's name and address   Status of case	Legal Actions or Assignments  Legal actions, administrative proceedings, court actions, executions, attachments, or governmental audits List the legal actions, proceedings, investigations, arbitrations, mediations, and audits by federal or state agencies in which the debtor was involved in any capacity-within 1 year before filling this case.  None    None   Nature of case   Court or agency's name and address   Status of case	Lis ac	st any creditor, including a bank or financia count of the debtor without permission or r						
Legal actions, administrative proceedings, court actions, executions, attachments, or governmental audits  List the legal actions, proceedings, investigations, arbitrations, mediations, and audits by federal or state agencies in which the debtor was involved in any capacity-within 1 year before filing this case.  None    Nature of case	Legal actions, administrative proceedings, court actions, executions, attachments, or governmental audits List the legal actions, proceedings, investigations, arbitrations, mediations, and audits by federal or state agencies in which the debtor was involved in any capacity-within 1 year before filling this case.  None    Nature of case		None						
List the legal actions, proceedings, investigations, arbitrations, mediations, and audits by federal or state agencies in which the debtor was involved in any capacity-within 1 year before filling this case.  None    Nature of case   Court or agency's name and address   Status of case	List the legal actions, proceedings, investigations, arbitrations, mediations, and audits by federal or state agencies in which the debtor was involved in any capacity-within 1 year before filling this case.  None    Nature of case   Court or agency's name and address   Status of case	art 3	: Legal Actions or Assignments						
Case title Nature of case Court or agency's name and address Status of case  MUELLER ALDRICH STREET, LLC VS. ALAMO MUELLER, LLC, TIMOTHY A. LEAGUE AND KARRIE W. LEAGUE Case number CAUSE NO. D-1-GN-20-005177   Assignments and receivership List any property in the hands of an assignee for the benefit of creditors during the 120 days before filling this case and any property in the hands of a receiver, custodian, or other court-appointed officer within 1 year before filling this case.  None  **T.41:** Certain Gifts and Charitable Contributions  List all gifts or charitable contributions the debtor gave to a recipient within 2 years before filling this case unless the aggregate value of the gifts to that recipient is less than \$1,000  None  **Recipient's name and address**  Description of the gifts or contributions**  Dates given Value  AUSTIN BOOK ARTS CENTER 2832 E MARTIN LUTHER KING JR BLVD 114 AUSTIN, TX 78702  Recipient's relationship to debtor NONE	Case title Nature of case Court or agency's name and address Status of case  MUELLER ALDRICH STREET, LLC VS. ALAMO MUELLER, LLC, TIMOTHY A. LEAGUE AND KARRIE Case number CAUSE NO. D-1-GN-20-005177   Assignments and receivership List any property in the hands of an assignee for the benefit of creditors during the 120 days before filling this case and any property in the hands of a receiver, custodian, or other court-appointed officer within 1 year before filling this case.  None  **T41** Certain Gifts and Charitable Contributions  List all gifts or charitable contributions the debtor gave to a recipient within 2 years before filling this case unless the aggregate value of the gifts to that recipient is less than \$1,000  None  **Recipient's name and address**  Description of the gifts or contributions**  Description of the gifts or contributions*  Dates given Value  AUSTIN BOOK ARTS CENTER 2832 E MARTIN LUTHER KING JR BLVD 114 AUSTIN, TX 78702  Recipient's relationship to debtor NONE	Lis	t the legal actions, proceedings, investiga-	tions, arbitrations, mediation				which the de	ebtor was
MUELLER ALDRICH STREET, LLC VS. ALAMO MUELLER, LLC, TIMOTHY A. LEAGUE AND KARRIE W. LEAGUE Case number CAUSE NO. D-1-GN-20-005177   Assignments and receivership List any property in the hands of an assignee for the benefit of creditors during the 120 days before filling this case and any property in the hands of a receiver, custodian, or other court-appointed officer within 1 year before filling this case.  None  **Tut:** Certain Gifts and Charitable Contributions  List all gifts or charitable contributions the debtor gave to a recipient within 2 years before filling this case unless the aggregate value of the gifts to that recipient is less than \$1,000  None  **Recipient's name and address**  Description of the gifts or contributions*  Dates given  Value  AUSTIN BOOK ARTS CENTER 2832 E MARTIN LUTHER KING JR BLVD SCREENING  NONE  **Recipient's relationship to debtor NONE**  **Recipient's relationship to debtor NONE**  **DIAMOMUELLER LEASE**  N/A  ALAMO MUELLER LEASE*	MUELLER ALDRICH STREET, LLC VS. ALAMO MUELLER, LLC, TIMOTHY A. LEAGUE AND KARRIE W. LEAGUE Case number CAUSE NO. D-1-GN-20-005177   Assignments and receivership List any property in the hands of an assignee for the benefit of creditors during the 120 days before filling this case and any property in the hands of a receiver, custodian, or other court-appointed officer within 1 year before filling this case.  None    None		, , ,	Timing time eace.					
VS. ALAMO MUELLER, LLC. TIMOTHY A. LEAGUE AND KARRIE  V. LEAGUE  Case number CAUSE NO. D-1-GN-20-005177   Assignments and receivership List any property in the hands of an assignee for the benefit of creditors during the 120 days before filing this case and any property in the hands of a receiver, custodian, or other court-appointed officer within 1 year before filing this case.  ✓ None  **T4:** Certain Gifts and Charitable Contributions  List all gifts or charitable contributions the debtor gave to a recipient within 2 years before filing this case unless the aggregate value of the gifts to that recipient is less than \$1,000  ✓ None  **Recipient's name and address**  AUSTIN BOOK ARTS CENTER 2832 E MARTIN LUTHER KING JR BLVD 114 AUSTIN, TX 78702 Recipient's relationship to debtor NONE  **Recipient's relationship to debtor NONE**  ALSTIN BOOK ARTS CENTER 2832 E MARTIN LUTHER KING JR BLVD NONE  **Recipient's relationship to debtor NONE**  AGREEMENT  AGREE	VS. ALAMO MUELLER, LLC, TIMOTHY A. LEAGUE AND KARRIE W. LEAGUE Case number CAUSE NO. D-1-GN-20-005177   Assignments and receivership List any property in the hands of an assignee for the benefit of creditors during the 120 days before filling this case and any property in the hands of a receiver, custodian, or other court-appointed officer within 1 year before filling this case.  None  **Certain Gifts and Charitable Contributions**  List all gifts or charitable contributions the debtor gave to a recipient within 2 years before filling this case unless the aggregate value of the gifts to that recipient is less than \$1,000  None  Recipient's name and address AUSTIN BOOK ARTS CENTER 2832 E MARTIN LUTHER KING JR BLVD 114 AUSTIN, TX 78702 Recipient's relationship to debtor NONE  ACREEMENT  ACREEMENT  AGREEMENT  ASSIGNMENT  ASSIGNMENT  ALAMO MUELLER  Concluded  Concluded  Case number  Cause number  C		Case title	Nature of case		Court or agency's	s name and address	Statu	s of case
Assignments and receivership List any property in the hands of an assignee for the benefit of creditors during the 120 days before filing this case and any property in the hands of a receiver, custodian, or other court-appointed officer within 1 year before filing this case.  None  **Recipient's name and address**  AUSTIN BOOK ARTS CENTER 2832 E MARTIN LUTHER KING JR BLVD 1114 AUSTIN, TX 78702  Recipient's relationship to debtor NONE  **Recipient's relationship to debtor to recipient within 2 years before filing this case unless the aggregate value of the gifts or contributions and address 200 Description of the gifts or contributions and address 300 Description of the gifts or contributions 300 Dates given 300 Value	Assignments and receivership List any property in the hands of an assignee for the benefit of creditors during the 120 days before filling this case and any property in the hands of a receiver, custodian, or other court-appointed officer within 1 year before filling this case.  None  **Recipient's name and address**  AUSTIN BOOK ARTS CENTER 2832 E MARTIN LUTHER KING JR BLVD 1114 AUSTIN, TX 78702  Recipient's relationship to debtor NONE  **Recipient's relationship to debtor to the benefit of creditors during the 120 days before filling this case and any property in the hands of a receiver, custodian, or other court-appointed officer within 1 year before filling this case and any property in the hands of a receiver, custodian, or other court-appointed officer within 1 year before filling this case unless the aggregate value of the gifts or charitable contributions the debtor gave to a recipient within 2 years before filling this case unless the aggregate value of the gifts to that recipient is less than \$1,000  Description of the gifts or contributions  Dates given Value  Value  AUSTIN, TX 78702  Recipient's relationship to debtor NONE		VS. ALAMO MUELLER, LLC, TIMOTHY A. LEAGUE AND KARRIE	ALAMO MUELLER LEASE		N/A			n appeal
List any property in the hands of an assignee for the benefit of creditors during the 120 days before filling this case and any property in the hands of a receiver, custodian, or other court-appointed officer within 1 year before filling this case.  ✓ None  **Recipient's name and address**  AUSTIN BOOK ARTS CENTER 2832 E MARTIN LUTHER KING JR BLVD 114 AUSTIN, TX 78702  **Recipient's relationship to debtor**  Recipient's relationship to debtor*  **Recipient's relationship to debtor*  NONE  **Recipient's relationship to debtor*  **Recipient's relationship to	List any property in the hands of an assignee for the benefit of creditors during the 120 days before filling this case and any property in the hands of a receiver, custodian, or other court-appointed officer within 1 year before filling this case.  None  **Recipient's name and address**  AUSTIN BOOK ARTS CENTER 2832 E MARTIN LUTHER KING JR BLVD 114 AUSTIN, TX 78702  **Recipient's relationship to debtor**  Recipient's relationship to debtor*  Recipient's relationship to debtor*  NONE  **Recipient's relationship to debtor*  List all gifts or charitable Contributions the debtor gave to a recipient within 2 years before filling this case unless the aggregate value of the gifts or charitable contribution of the gifts or contributions or contribution								
List all gifts or charitable contributions the debtor gave to a recipient within 2 years before filing this case unless the aggregate value of the gifts to that recipient is less than \$1,000  None    None   Recipient's name and address   Description of the gifts or contributions   Dates given   Value	List all gifts or charitable contributions the debtor gave to a recipient within 2 years before filing this case unless the aggregate value of the gifts to that recipient is less than \$1,000  None  Recipient's name and address AUSTIN BOOK ARTS CENTER 2832 E MARTIN LUTHER KING JR BLVD 114 AUSTIN, TX 78702 Recipient's relationship to debtor NONE  Description of the gifts or contributions Dates given Value  DONATION - PROCEEDS FROM SCREENING  1/17/2019 \$1,330.00	Lis	st any property in the hands of an assigned					d any prope	rty in the
List all gifts or charitable contributions the debtor gave to a recipient within 2 years before filing this case unless the aggregate value of the gifts to that recipient is less than \$1,000  None    Recipient's name and address   Description of the gifts or contributions   Dates given   Value	List all gifts or charitable contributions the debtor gave to a recipient within 2 years before filing this case unless the aggregate value of the gifts to that recipient is less than \$1,000  None    Recipient's name and address   Description of the gifts or contributions   Dates given   Value		None						
List all gifts or charitable contributions the debtor gave to a recipient within 2 years before filing this case unless the aggregate value of the gifts to that recipient is less than \$1,000  None    Recipient's name and address   Description of the gifts or contributions   Dates given   Value	List all gifts or charitable contributions the debtor gave to a recipient within 2 years before filing this case unless the aggregate value of the gifts to that recipient is less than \$1,000  None    Recipient's name and address   Description of the gifts or contributions   Dates given   Value	art 4	Certain Gifts and Charitable Contril	butions					
Recipient's name and address AUSTIN BOOK ARTS CENTER 2832 E MARTIN LUTHER KING JR BLVD 114 AUSTIN, TX 78702 Recipient's relationship to debtor NONE  Description of the gifts or contributions Dates given 1/17/2019 \$1,330.00 \$CREENING	Recipient's name and address  AUSTIN BOOK ARTS CENTER 2832 E MARTIN LUTHER KING JR BLVD 114 AUSTIN, TX 78702 Recipient's relationship to debtor NONE  Description of the gifts or contributions Dates given 1/17/2019 \$1,330.00 \$CREENING	Lis	et all gifts or charitable contributions th		nt withi	n 2 years before	filing this case unl	ess the age	gregate
AUSTIN BOOK ARTS CENTER 2832 E MARTIN LUTHER KING JR BLVD 114 AUSTIN, TX 78702  Recipient's relationship to debtor NONE  DONATION - PROCEEDS FROM 1/17/2019 \$1,330.00	AUSTIN BOOK ARTS CENTER 2832 E MARTIN LUTHER KING JR BLVD 114 AUSTIN, TX 78702  Recipient's relationship to debtor NONE  DONATION - PROCEEDS FROM 1/17/2019 \$1,330.00			ιιαιι φ 1,000					
AUSTIN BOOK ARTS CENTER 2832 E MARTIN LUTHER KING JR BLVD 114 AUSTIN, TX 78702  Recipient's relationship to debtor NONE  DONATION - PROCEEDS FROM 1/17/2019 \$1,330.00	AUSTIN BOOK ARTS CENTER 2832 E MARTIN LUTHER KING JR BLVD 114 AUSTIN, TX 78702  Recipient's relationship to debtor NONE  DONATION - PROCEEDS FROM 1/17/2019 \$1,330.00		Decinional and address	Description of the	aifta a	a a matulia u a	Datas sivan	Value	
Recipient's relationship to debtor NONE	Recipient's relationship to debtor NONE		AUSTIN BOOK ARTS CENTER 2832 E MARTIN LUTHER KING JR BL 114	DONATION - PF			_	value	\$1,330.00
4.5. Contain Locaca	rt 5: Certain Losses		Recipient's relationship to debtor						
	Certain Lusses	o wt- E	Cortain Lagge						

 $10.\,\mbox{All}$  losses from fire, theft, or other casualty within 1 year before filing this case.

✓ None

Part 6: Certain Payments or Transfers

Debtor	Alamo Mueller, LLC Case 21-10486-MFW	Doc 4-1	Filed Q4/Q1/2	1 <sub>known</sub> Page 11 of 21
	(Name)			
List filinç ban	ments related to bankruptcy any payments of money or other transfers of propert g of this case to another person or entity, including at kruptcy relief, or filing a bankruptcy case. None			
List this Do i	-settled trusts of which the debtor is a beneficiar any payments or transfers of property made by the case to a self-settled trust or similar device. not include transfers already listed on this statement.	lebtor or a perso	on acting on behalf of t	the debtor within 10 years before the filing of
List deb fina Incli	nsfers not already listed on this statement any transfers of money or other property—by sale, troor within 2 years before the filing of this case to anothicial affairs.  Jude both outright transfers and transfers made as selvene	ther person, othe	er than property transf	erred in the ordinary course of business or
Part 7:	Previous Locations			
List	vious addresses all previous addresses used by the debtor within 3 yo Does not apply	ears before filing	this case and the dat	es the addresses were used.
Part 8:	Health Care Bankruptcies			
Is th — —	Ith Care bankruptcies e debtor primarily engaged in offering services and f diagnosing or treating injury, deformity, or disease, providing any surgical, psychiatric, drug treatment, No. Go to Part 9.	or	?	
Part 9:	Personal Identifiable Information			
	s the debtor collect and retain personally identified No.  Yes. State the nature of the information collected and Does the debtor have a privacy policy about that  □ No □ Yes	d retained.		ail, Telephone, Birthdate, Payment Information
pen	nin 6 years before filing this case, have any empl sion or profit-sharing plan made available by the			ts in any ERISA, 401(k), 403(b), or other
1	No. Go to Part 10.  Yes. Does the debtor serve as plan administrator?			
	<ul><li>□ No. Go to Part 10.</li><li>☑ Yes. Fill in below:</li></ul>			
	Name of plan			Employer identification number of the plan
	ALAMO DRAFTHOUSE 401(K) PLAN			47-4621221
	Has the plan been terminated? ☑ No ☐ Yes			
Part 10	Certain Financial Accounts, Safe Deposit Boxe	es, and Storage	Units	

Debtor	Alamo Mueller, LLC Case 21-10486-MFW Doc 4-1 Filed Q4/Q1/21 Rnow, Page 012 of 21
	(Name)
Wit sold Incl hou	sed financial accounts hin 1 year before filing this case, were any financial accounts or instruments held in the debtor's name, or for the debtor's benefit, closed, d, moved, or transferred? ude checking, savings, money market, or other financial accounts; certificates of deposit; and shares in banks, credit unions, brokerage uses, cooperatives, associations, and other financial institutions. None
List this	e deposit boxes any safe deposit box or other depository for securities, cash, or other valuables the debtor now has or did have within 1 year before filing case.  None
List buil	-premises storage any property kept in storage units or warehouses within 1 year before filing this case. Do not include facilities that are in a part of a ding in which the debtor does business. None
Part 11	Property the Debtor Holds or Controls That the Debtor Does Not Own
List trus	perty held for another any property that the debtor holds or controls that another entity owns. Include any property borrowed from, being stored for, or held in t. Do not list leased or rented property.  None
Part 12	: Details About Environmental Information
■ Env	purpose of Part 12, the following definitions apply:  vironmental law means any statute or governmental regulation that concerns pollution, contamination, or hazardous material, ardless of the medium affected (air, land, water, or any other medium).
■ Site	means any location, facility, or property, including disposal sites, that the debtor now owns, operates, or utilizes or that the otor formerly owned, operated, or utilized.
■ Haz	rardous material means anything that an environmental law defines as hazardous or toxic, or describes as a pollutant, taminant, or a similarly harmful substance.
Report	all notices, releases, and proceedings known, regardless of when they occurred.
22. <b>Has</b> ord	s the debtor been a party in any judicial or administrative proceeding under any environmental law? Include settlements and ers.
	No Yes. Provide details below.
	s any governmental unit otherwise notified the debtor that the debtor may be liable or potentially liable under or in violation of an irronmental law?
1	Yes. Provide details below.
Ø	s the debtor notified any governmental unit of any release of hazardous material? No Yes. Provide details below.
Part 13	: Details About the Debtor's Business or Connections to Any Business
List Incl	ner businesses in which the debtor has or has had an interest any business for which the debtor was an owner, partner, member, or otherwise a person in control within 6 years before filing this case. ude this information even if already listed in the Schedules.  None
	oks, records, and financial statements  List all accountants and bookkeepers who maintained the debtor's books and records within 2 years before filing this case.  □ None

(Name)		
Name and address	Dates of service	
ERICA VOGEL, VICE PRESIDENT, ACCOUNTING 3908 AVENUE B AUSTIN, TX 78751	From 2/16/2021	To CURRENT
MATTHEW VONDERAHE, CHIEF FINANCIAL OFFICER 3908 AVENUE B AUSTIN, TX 78751	From 8/3/2020	To CURRENT
KEVIN JACKSON, VICE PRESIDENT, ACCOUNTING 3908 AVENUE B AUSTIN, TX 78751	From 3/2/2020	To 10/9/2020
ALTON FALTYSEK, CONTROLLER 3908 AVENUE B AUSTIN, TX 78751	From 9/28/2011	To 8/4/2020
BETHANY FERRELL, CONTROLLER 3908 AVENUE B AUSTIN, TX 78751	From 3/20/2017	To 12/6/2019
CHRISTOPHER HORSLEY, CONTROLLER 3908 AVENUE B AUSTIN, TX 78751	From 12/14/2015	To 11/22/2019
MARTIN HORNSBY, CHIEF FINANCIAL OFFICER 3908 AVENUE B AUSTIN. TX 78751	From 11/1/2005	To 10/2/2019

26b. List all firms or individuals who have audited, compiled, or reviewed debtor's books of account and records or prepared a financial statement within 2 years before filing this case.

□ None

Name and address	Dates of service	
MAXWELL LOCKE & RITTER LLP 401 CONGRESS AVE STE 1100 AUSTIN, TX 78701	From 2018	To CURRENT

26c. List all firms or individuals who were in possession of the debtor's books of account and records when this case is filed.

☐ None

### Name and address

If any books of account and records are unavailable, explain why

ERICA VOGEL, VICE PRESIDENT, ACCOUNTING 3908 AVENUE B AUSTIN, TX 78751

MATTHEW VONDERAHE, CHIEF FINANCIAL OFFICER

3908 AVENUE B AUSTIN, TX 78751

26d. List all financial institutions, creditors, and other parties, including mercantile and trade agencies, to whom the debtor issued a financial statement within 2 years before filing this case.

□ None

#### Name and address

30 WEST PERSHING LLC C/O ENTERTAINMENT PROPERTIES TRUST ATTN: GENERAL COUNSEL

909 WALNUT ST, STE 200 KANSAS CITY, MO 64106

ACKERMAN, IRWIN B C/O MEISLIK & MEISLIK ATTN: NOTICE DEPT

66 PARK ST

MONTCLAIR, NJ 07042

ACKLINIS YONKERS REALTY LLC ATTN: IRWIN B ACKERMAN 187 MILLBURN AVE, STE 6 MILLBURN, NJ 07041

ACP ALAMO FINANCE, INC 422 N. KINGSLEY DR. LOS ANGELES, CA 90004

(Nama)

#### Name and address

ADC PARTNERS LTD 1717 W 6TH ST AUSTIN, TX 78703

AIR CRE

500 N BRAND BLVD, STE 900 GLENDALE, CA 91203

ALAMO BLOC LLC

ATTN: TIMOTHY A LEAGUE

612 A E 6TH ST AUSTIN, TX 78701

ALAMO DRAFTHOUSE CINEMAS BAKER LLC

3908 AVENUE B AUSTIN, TX 78751

ALBEE DEVELOPMENT LLC

ATTN: CHRISTOPHER CONLON, EXECUTIVE VP

411 THEODORE FREMD AVE, STE 300

RYE, NY 10580

ALLEN MATKINS LECK GAMBLE MALLORY ET AL

ATTN: SANDRA A JACOBSON ESQ

1900 MAIN ST, 5TH FL

IRVINE, CA 92614-7321

ALTAMONT CAPITAL MANAGEMENT, LP

ATTN: KEVIN MASON

400 HAMILTON AVENUE SUITE 230

PALO ALTO, CA 94301

AMERICAN EXPRESS

PO BOX 650448

DALLAS, TX 75265-0448

**ASPEN GRF2 LLC** 

973 LOMAS SANTA FE DDR

SOLANA BEACH, CA 92075

**BACH HOLDINGS** 

ATTN: BRANDON ARCENEAUX

7601 SOUTH STAPLES ST.

CORPUS CHRISTI, TX 78413

BANK OF AMERICA NA

ATTN: REAL ESTATE LOAN ADMIN

101 N TRYON ST, NC1-007-11-15

CHARLOTTE, NC 28255

BANK OF AMERICA, N.A.

100 N TRYON ST

STE 170

CHARLOTTE, NC 28202-4024

**BARSHOP & OLES** 

ATTN: DAN WHEAT

801 CONGRESS AVE, STE 300

AUSTIN, TX 78701

BERKELEY RESEARCH GROUP, LLC

2200 POWELL ST STE 1200

EMERYVILLE, CA 94608-1833

**BKD REALTY** 

ATTN: BRYAN DABBS

2905 SAN GABRIEL, STE 204

AUSTIN, TX 78705

BRANCH BANKING & TRUST COMPANY

ATTN: SCOTT MICHAEL

434 FAYETTEVILLE ST, 4TH FL

RALEIGH, NC 27601

CF ALMO UB LLC

2709 COMMERCE WAY

PHILADELPHIA, PA 19154

CF ALMO UST LLC

2709 COMMERCE WAY

PHILADELPHIA, PA 19154

CF AUSTIN RETAIL LLC

ATTN: INVESTMENT & PORTFOLIO MGR

100 WAUGH, STE 600

HOUSTON, TX 77007

(Name)

## Name and address CITY OF NEW YORK, THE CITY HALL NEW YORK, NY 10007 COJEAUX ATTN: ANTHONY COCO 15200 POTOMAC TOWN PLACE SUITE 100 WOODBRIDGE, VA 22191 COMMONWEALTH LAND TITLE INSURANCE CO 140 E 45TH ST, 22ND FL NEW YORK, NY 10017 CONDON TOBIN SLADEK THORNTON PLLC ATTN: WILLIAM L SLADEK 8080 PARK LN, STE 700 DALLAS, TX 75231 CONFIGURE PARTNERS, LLC 3340 PEACHTREE RD NE STE 1010 ATLANTA, GA 30326-1409 CORDOVA REAL ESTATE VENTURES ATTN: CHRIS WHITWORTH 100 CONGRESS AVE, STE 2000 AUSTIN, TX 78701 CRADDOCK PROPERTIES LLC C/O LARRY J CRADDOCK 2325 HARTFORD RD AUSTIN, TX 78703 DDR ASPEN GROVE LIFESTYLE CTR PROPERTIES ATTN: EVP, LEASING 3300 ENTERPRISE PKWY BEACHWOOD, OH 44122 DDR DB STONE OAK LP 3300 ENTERPRISE PKWY BEACHWOOD, OH 44122 DENVER URBAN RENEWAL AUTHORITY 1555 CALIFORNIA ST, STE 200 DENVER, CO 80202 DEUTSCHE BANK AG NEW YORK BRANCH ATTN: JAMES ROLISON 60 WALL ST, 10TH FL NEW YORK, NY 10005 **DEVCO-GLENDALE LLC** ATTN: STEPHEN G SEITZ 2000 MCKINNEY AVE, STE 1000 DALLAS, TX 75201 ENTERTAINMENT MANAGEMENT ATTN: TYLER CALABRESE 201 FARNAM ST 6111 OMAHA, NE 68131 **ENTERTAINMENT PROPERTIES TRUST** ATTN: GENERAL COUNSEL 909 WALNUT, STE 200 KANSAS CITY, MO 64106 C/O STINSON LLP ATTN: BRIAN E. SOBCZYK 1201 WALNUT STREET, SUITE 2900 KANSAS CITY, MO 64106-2150 FHF I LAMAR UNION LLC C/O DAY CABLE COMPANY INC ATTN: DREW CABLE 12912 HILL COUNTRY BLVD, STE F-233 BEE CAVE, TX 78738 FOPA PARTNERS LLC ATTN: STEVE SMITH 3441 OLIVE ST

ST LOUIS, MO 63103

## Name and address FORTRESS CREDIT CORP. 1345 AVENUE OF THE AMERICAS 46TH FLOOR NEW YORK, NY 10105 FROST BANK ATTN: ADAM HARRIS SR VP COMM REAL ESTATE PO BOX 1600 SAN ANTONIO, TX 78296 GDG SOUTH LAMAR PLAZA LP ATTN: AMANDA COUPE STREAM REALTY PARTNERS LP 515 CONGRESS AVE, STE 1300 AUSTIN, TX 78701 GS SOUTH LAMAR PLAZA LP ATTN: DEREK BROWN 6300 BRIDGE POINT PKWY, BLDG 3 300 AUSTIN, TX 78730 **GSO CAPITAL PARTNERS BLACKSTONE CREDIT** 345 PARK AVENUE NEW YORK, NY 10154 **HOBBY PROPERTIES** 515 N BLOUNT ST RALEIGH, NC 27604 HYLAN PLAZA 1339 LLC C/O KIMCO REALTY ATTN: ANDREW GRIFFIN 500 N BROADWAY, STE 201 JERICHO, NY 11753 JACKSON WALKER LLP ATTN: KURT D NONDORF 1401 MCKINNEY, STE 1900 HOUSTON, TX 77010 JAMES PARK 3908 AVENUE B AUSTIN, TX 78751 JOHN MADDEN 3908 AVENUE B AUSTIN, TX 78751 JON CARTER 3908 AVENUE B AUSTIN, TX 78751 KERBBY LLC ATTN: JOHN HOLMES 515 N BLOUNT ST RALEIGH, NC 27604 KEYBANK NATIONAL ASSOCIATION 127 PUBLIC SQ STE 5600 CLEVELAND, OH 44114-1226 LAMAR UNION C/O DABBS CABLE LLC ATTN: DREW CABLE 12912 HILL COUNTRY BLVD, STE F-233 BEE CAVE, TX 78738 LEAGUE HOLDINGS LLC 1717 W 6TH ST AUSTIN, TX 78703 LEAGUE HOLDINGS, LLC 1717 W 6TH ST AUSTIN, TX 78703 LEWIS RICE FINGERSH ATTN: JOHN J HALL 600 WASHINGTON AVE, STE 2500 ST LOUIS, MI 63101-1311 MEP MAINSTREET OPERATIONS, LLC

ATTN: GENERAL COUNSEL 601 E. PRATT STREET, 6TH FLOOR

BALTIMORE, MD 21202

(Name)

#### Name and address

MOORE & VAN ALLEN PLLC

ATTN: CHRISTOPHER D THOMPSON ESQ

100 N TRYON ST, STE 4700 CHARLOTTE, NC 28202

MUELLER ALDRICH STREET LLC

ATTN: C WILLIAM HOSLER

66 FRANKLIN ST, STE 200

OAKLAND, CA 94607

**NERANGIS MANAGEMENT** 

ATTN: LISA LIMOGES

181 KERNSTOWN COMMONS BLVD

WINCHESTER, VA 22602

NEW BRAUNFELS MARKETPLACE LP

ATTN: PROPERTY MANAGEMENT

177 W MILL ST

NEW BRAUNFELS, TX 78130

NREA-TRC 700 LLC

C/O NATIONAL REAL ESTATE ADVISORS LLC

ATTN: TODD KINDBERG, DIR ASSET MGMT

900 7TH ST, NW, STE 1500 WASHINGTON, DC 20001

OCONNOR PROPERTY MANAGEMENT LLC

ATTN: YVONNE JONES

230 ROYAL PALM WAY, STE 102

PALM BEACH, FL 33480

PASCHICH HOLDINGS

ATTN: CRAIG PASCHICH

1140 E. BASELINE RD.

TEMPE, AZ 85283

TEIVIFE, AZ 03203

PAUL HASTINGS LLC ATTN: DAVID M BROOKS, ESQ

200 PARK AVE

NEW YORK, NY 10166

PJ SOLOMON

1345 AVENUE OF THE AMERICAS FL 31

NEW YORK, NY 10105-3199

PN PLAZA INVESTMENTS LP

C/O THE PRUDENTIAL INSURANCE OF AMERICA

ATTN: LEGAL DEPT

8 CAMPUS DR

PARSIPPANY, NJ 07054-4493

PORTAGE POINT PARTNERS

300 NORTH LASALLE, SUITE 1420

CHICAGO, IL 60654

PRICEWATERHOUSECOOPERS LLP

835 WEST 6TH STREET

**SUITE 1600** 

AUSTIN, TX 78703

REEL DINNER PARTNERS V LLC

ATTN: CHRIS HOEGEMEYER, PRES

1255 SW LOOP 410

SAN ANTONIO, TX 78227

**RIVERSIDECA 17 LTD** 

C/O RIVERSIDECA RESOURCES

ATTN: DON REESE

100 CONGRESS AVE, STE 1450

AUSTIN, TX 78701

ROBERT E. HIGGS & KAY J. HIGGS FAM TRUST

5201 HONOR OAK COURT

SANTA ROSA, CA 95405

SHEARMAN & STERLING LLP

ATTN: MALCOLM MONTGOMERY, ESQ

599 LEXINGTON

NEW YORK, NY 10022

SITE CENTERS

ATTN: PAULA SINARSKI, SR COLLECTIONS

3300 ENTERPRISE PKWY

BEACHWOOD, OH 44122

(NI====)

#### Name and address

SLOANS LAKE-FCA LLC C/O FCA PARTNERS LLC ATTN: EDWARD M CHERRY 300 S TRYON ST, STE 420 CHARLOTTE, NC 28202

SPRINGBOARD VENTURES ATTN: JOHN MARTIN 4005 SOUTH AVE

SPRINGFIELD, MO 65807 STIFEL FINANCIAL CORP.

501 N BROADWAY

SAINT LOUIS, MO 63102-2188

SUMMIT GLORY PROPERTY LLC 28 LIBERTY ST, 44TH FL NEW YORK, NY 10005

SVAP II PARK NORTH LLC ATTN: GREG MOROSS

340 ROYAL POINCIANA WAY, STE 316

PALM BEACH, FL 33480

TEXAS CAPITAL BANK ATTN: JEFFREY M. PARILLA 200 MCKINNEY AVENUE STE 700 DALLAS, TX 75201

THUNDERBIRD BROTHERS LLC 1501 OAKTON ST

ELK GROVE VILLAGE, IL 60007

TOM STOLTZ 3908 AVENUE B AUSTIN, TX 78751

TRACT 107 LLC ATTN: JOHN E BAKER 96 SAN JACINTO BLVD, STE 220

AUSTIN, TX 78701
TRIPLE TAP VENTURES
ATTN: NEIL MICHAELSEN

120 W LOOP 289 LUBBOCK, TX 79416

TRUIST BANK 214 N TRYON ST

CHARLOTTE, NC 28202-1078

TWO IS ONE, ONE IS NONE ATTN: BILL DIGAETANO 100 S CENTRAL

EXPY 14

RICHARDSON, TX 75080

UE PROPERTY MANAGEMENT LLC F/B/O UE YONKERS II LLC C/O URBAN EDGE PROPERTIES 210 ROUTE 4 E

PARAMUS, NJ 07652

**URBAN EDGE PROPERTIES** 

ATTN: ANDREW LURIE, REAL ESTATE COUNSEL

210 ROUTE 4 EAST PARAMUS, NJ 07652

VALUATION RESEARCH CORPORATION

500 FIFTH AVENUE NEW YORK, NY, NY 10110

VINELAND POINTE OWNER LLC

C/O OCONNOR PROPERTY MAGEMENT LLC

ATTN: YVONNE JONES 230 ROYAL PALM WAY STE 102 PALM BEACH, FL 33480

WELLS FARGO BANK NA ATTN: VICKI WOOTEN 420 MONTGOMERY ST, 6TH FL SAN FRANCISCO, CA 94104

	Name and address						
	WESTLAKES 410 INVESTME C/O SERVICE GROUP ATTN: SCOTT BOOTH 6907 CAPITAL OF TX HWY AUSTIN, TX 78731	NTS LLC					
	WHITESTONE PARKSIDE VILLAGE SOUTH LLC ATTN: MADE SETIAWAN 2600 S GESSNER RD STE 500 HOUSTON, TX 77063						
	WHITESTONE REIT ATTN: MELISSA BEATTY 2600 S GESSNER RD STE 50 HOUSTON, TX 77063	00					
	WHITESTONE REIT OPERAT ATTN: MATT OKMIN 2600 S GESSNER RD STE 50 HOUSTON, TX 77063						
	WILLIAMS LTD ATTN: EVAN M WILLIAMS 524 N LAMAR, STE 203 AUSTIN, TX 78703						
	YOUNG CONAWAY STARGA' RODNEY SQUARE 1000 NORTH KING STREET WILMINGTON, DE 19801	IT & TAYLOR, LLP					
27. Inven		operty been taken within 2 years befor	o filing this	2222			
□ No	,	operty been taken within 2 years belon	e illing triis	case!			
1				The dollar amount an or other basis) of eac	nd basis (cost, market, ch inventory		
(	GINA LUNSFORD PEREZ		3/5/2020	)	\$53,101.0	0 DELIVER	ED COST
j ()	Name and address of the perso nventory records GINA LUNSFORD PEREZ ALAMO DRAFTHOUSE CINEMA 1911 ALDRICH ST SUITE 120 AUSTIN, TX 78723	·					
	le in control of the debtor at the	managing members, general partne time of the filing of this case.	rs, membe	ers in con	trol, controlling share	eholders, or	other
1	Name	Address		Position interest	and nature of any	% of intere	st, if any
	ALAMO LEAGUE NVESTMENTS, LTD.	O LEAGUE 3908 AVENUE B EQUITY INTEREST			100		
	ntrol of the debtor, or sharehold	case, did the debtor have officers, lers in control of the debtor who no				artners, me	mbers
Withir	n 1 year before filing this case, dic ses, loans, credits on loans, stock	vals credited or given to insiders I the debtor provide an insider with val redemptions, and options exercised?	ue in any fo	orm, includ	ling salary, other comp	ensation, dr	aws,
31. <b>Withi</b> □ No	•	, has the debtor been a member of	any conso	lidated gr	oup for tax purposes	?	
1	Name of the parent corporation			Employer corporation	identification number of n.	the parent	

Alamo Mueller, LLC Case 21-10486-MFW Doc 4-1 Filed Q4/Q1/21 known Page 20 of 21 Debtor Name of the parent corporation Employer identification number of the parent corporation. ALAMO DRAFTHOUSE CINEMAS HOLDINGS, LLC 82-5112205 32. Within 6 years before filing this case, has the debtor as an employer been responsible for contributing to a pension fund? ✓ None

Debtor Alamo Mueller, LLC Case 21-10486-MFW Doc 4-1 Filed Q4/Q1/21 known Page 21 of 21

(Name)

Part 14:	Signature	and	Declaration
	o.g.iata.o	4	Dooial actor.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both.

18 U.S.C. §§ 152, 1341, 1519, and 3571.

I have examined the information in this Statement of Financial Affairs and any attachments and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 3/31/2021.

\*\*

Is/Matthew Vonderahe

Signature of individual signing on behalf of the debtor

Chief Financial Officer

Position or relationship to debtor

Are additional pages to Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy (Official Form 207) attached?

✓ No

☐ Yes